UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

RICHARD COLE, et al.,)	
)	
Plaintiffs,)	
)	
v.)	NO. 3:17-cv-00013
)	CHIEF JUDGE CRENSHAW
AMERICAN SPECIALTY)	
HEALTH, INC., et al.,)	
)	
Defendants.		

ORDER

Before the Court are Defendants' Unopposed Motions to Dismiss. (Doc. No. 26, 28); <u>See</u> M.D. Tenn. L.R. 7.01(b) (failure to respond to a motion indicates a lack of opposition to the motion). The only claim in the Complaint is a "contract of adhesion" under Tennessee law. (Doc. No. 1 at 46.) However, Tennessee law does not recognize a claim for contract of adhesion. <u>Wallace v. Nat'l Bank of Comm.</u>, 938 S.W.2d 684, 688 (Tenn. 1996) (recognizing that an adhesive contract generally is enforceable). As such, Defendants' Unopposed Motions to Dismiss (Doc. Nos. 26, 28) are **GRANTED**. The Complaint is **DISMISSED WITH PREJUDICE**. The July 8, 2019 pretrial conference and July 16, 2019 trial are **CANCELED**.

The Motion for Leave to File Document Under Seal does not meet the standard for sealing a document set forth in Shane Group, Inc. v. Blue Cross Blue Shield of Michigan, 825 F.3d 299, 305-06 (6th Cir. 2016) (citing Baxter Inter'l, Inc. v. Abbott Labs., 297 F.3d 544, 548 (6th Cir. 2002)), and is **DENIED WITHOUT PREJUDICE**. Defendants may re-file this motion within fourteen days, setting forth reasons with citations as to why the information in the confidential contract should be under seal when filed in a federal court. The exhibits in Docket Entry 27 will be unsealed in fourteen days absent a motion by Defendants.

The Clerk shall enter judgment in accordance with Federal Rule of Civil Procedure 58. IT IS SO ORDERED.

WAVERLY D. CRENSHAW,

CHIEF UNITED STATES DISTRICT JUDGE